

## **SaGE Workspace Host Service Agreement**

This Host Agreement ("Agreement") is entered into this \_\_\_\_\_ (the "Effective Date") by and between Sambiri Global Enterprise Services, LLC dba **SaGE Workspace**, whose principal office is located at 276 5th Avenue, Suite # 704, New York, Ny 10001, USA and \_\_\_\_\_, whose principal office is located at \_\_\_\_\_.

These Host Service Policy Terms (collectively, the "Host Terms") together govern each Host's use of the Service. Any defined terms used but not defined in these Host Terms shall have the meaning ascribed to them under Definitions.

If you use the Service on behalf of a company or other organization, you represent and warrant that you are authorized to bind such company or organization to these Host Terms and to act on behalf of such company with respect to any actions you take in connection with the Service. You agree to respond promptly and completely to requests from SaGE Workspace for additional information that SaGE Workspace deems necessary to determine your authority to act on behalf of a company or organization. SaGE Workspace may suspend or terminate your access, and your company or organization's access, to the Service and your account if SaGE Workspace has reason to believe that you are not authorized to act on behalf of the company or organization for whom you claim to be acting in connection with the Service.

### **I. Transactions Between Members and Hosts for Virtual Office Subscription and Workspace Booking Services**

SaGE Workspace offers the Service as a platform to connect Hosts and Members and facilitate and manage Virtual Office Subscription and Workspace Booking Services between the Hosts and Members. You understand and agree that SaGE Workspace does not act as an insurer or as a Member's contracting agent or real estate broker. Any agreement you enter into with Members is between you and the Member and SaGE Workspace is not a party to that agreement; even if that agreement consists of SaGE Workspace's License Agreement.

As a Host, you agree to abide by the following Host policies:

- You are solely responsible for maintaining the Workspace in safe condition and in compliance with all applicable laws, regulations and ordinances and any applicable building requirements.
- You are solely responsible for ensuring that the Workspace is clean and ready to use at the start of each reservation period.
- You are solely responsible for ensuring that the provision of Virtual Office Subscription and Workspace Booking Services through the Service does not violate any lease or other agreements relating to Workspace or any building policies.
- If you approve a Virtual Office Subscription or Workspace Booking Services to begin at a specified time or on a specified date, you shall ensure that the Workspace

is available to the Member at that time or on that date. In the event the Workspace is not available to the Member at that time or on that date, you shall make available to the Member at the originally scheduled time and date another Workspace in the same building of equal or larger size and similar configuration for the same Fee. Both Members and Hosts may submit feedback to the Service following the completion of a Virtual Office Subscription and Workspace Booking. You acknowledge and agree that other Users may publicly post ratings and reviews of you or your Workspace, as applicable, and that SaGE Workspace may, but is not obligated to, monitor such postings and is not responsible in any manner for such ratings and reviews, and you hereby release SaGE Workspace from any and all claims, causes of actions, obligations or liabilities arising from or relating to such ratings and reviews.

## **II. Payment**

As a Host, you agree to pay a monthly Host Fee, as determined by SaGE Workspace from time to time.

As a Host, you are solely responsible for establishing the Fee for your Virtual Office Subscription and Workspace Booking Services through the Service.

Changes to Service Fees will not affect the amount billed for Services that have already been billed, confirmed in writing or paid for, even if such Services have not yet begun. Changes to the Fee for Monthly Reservations will not affect the amount billed during the Term for Monthly Reservations that have already been confirmed in writing, billed or paid for. For renewals, changes to the Fee for Monthly Services will take affect the first full month beginning at least 30 days after the change is made through the Service. You MUST notify SaGE Workspace of a change to any Fee through the Service. Notifying the Member directly is not sufficient and will not increase the Fee through the Service.

Under the SaGE Workspace Billing Option, SaGE Workspace will collect on your behalf as your limited payment collection agent the following Fees (the "Fees Collected"):

1. for On Demand Services, the Fees for On Demand Bookings that were (i) completed or (ii) cancelled but not fully refunded under the Cancellation Policy,
2. for Monthly Services, the Fees for Monthly Services, including Setup Fees and Incidental Charges that were (i) started, (ii) renewed or (iii) cancelled but not fully refunded under the Cancellation Policy, and
3. for Deposits, the portion of the Deposit claimed by the Host through the Service within 30 days after the termination date of the applicable reservation.

SaGE Workspace will pay you the difference between the Fees Collected and Service Charges due (the "Amount Due") within 15 days after the end of month in which the Fees were collected except for Monthly Bookings that start or renew on the first day of the month. For Monthly Services that start or renew on the first day of the month, SaGE Workspace will pay the Host the Amount Due within 15 days after the start of the month.

The "Service Charges" and other terms are set forth in the Pricing Addendums at the end of these Host Terms (the "Host Pricing Addendums") applicable to the Territory in which the Workspace is located and the type of Service. You agree to pay the Service Charges.

If the Service Charges exceed the Fees Collected, SaGE Workspace may invoice the Host for any amount owed by the Host and the Host shall pay such amounts within 30 days after invoicing.

SaGE Workspace reserves the right to withhold payment to your account of any amounts otherwise due to us under these Host Terms, or any amounts due as a result of a breach of these Host Terms by you, pending SaGE Workspace's reasonable investigation of such breach. In addition, SaGE Workspace may withhold or deduct from amounts to be paid to a Host in connection with these Host Terms any charges or fees that are disputed or otherwise not paid by a Member or a credit card company or other payment provider, and SaGE Workspace may charge you any such amounts in the event that SaGE Workspace has already paid such amounts to you.

You agree to pay all applicable taxes or charges imposed by any government entity in connection with your use or SaGE Workspace's provision of the Service.

Specifically, you are responsible for any sales or value-added taxes or charges imposed by any government entity in connection with your use or SaGE Workspace's provision of the Service. Where such taxes apply, you may choose to provide sales or value-added tax information to SaGE Workspace, and, if you provide such information, SaGE Workspace will calculate and add the specified sales or value-added tax to the listed Fees and will collect the specified sales or value-added tax along with the Fees Collected (the "Calculated Sales Tax"). Following such collection, SaGE Workspace will report and remit the Calculated Sales Tax to the applicable Host when paying the Amount Due. Services Charges will not apply to Calculated Sales Tax.

To ensure proper payment, you are solely responsible for providing and maintaining accurate contact and payment information associated with your account, which includes without limitation applicable tax information, and you shall keep complete and accurate records regarding Workspace usage and payment by Members. SaGE Workspace may audit such records upon reasonable notice to confirm proper payment hereunder and otherwise confirm compliance with these Host Terms. If SaGE Workspace believes that it is obligated to obtain tax information and you do not provide this information after being requested to do so, SaGE Workspace may withhold your payments until you provide this information or confirm in a manner that is satisfactory to SaGE Workspace that you are not a person or entity from whom SaGE Workspace is required to obtain tax information. Any bank fees arising from any error or omission in your payment information or contact information may be deducted from your payments. If you dispute any payment made hereunder, you must notify SaGE Workspace in writing within 30 days of any such payment; failure to so notify SaGE Workspace shall result in the waiver by you of any claim relating to any such disputed payment.

### **III. Use by SaGE Workspace Employees and Contractors**

Each Host authorizes SaGE Workspace support personnel to use the Workspaces through the Service as needed for purposes of testing and operational support. Any use of the Workspaces through the Service by SaGE Workspace support personnel as needed for purposes of testing and operational support shall require approval of the Host, shall be subject to availability, and shall be at no charge.

### **IV. Additional Representations and Warranties**

In addition to any other representations and warranties in the Terms of Use, you represent and warrant that:

- any Workspace you offer for Services hereunder is free of any known conditions or defects that would pose a hazard to or risk the safety of any Members; and
- you have sufficient rights in and to the Workspace to participate in the Service as a Host, including any applicable permits, and your participation in the Service as a Host will not violate or result in the breach of any agreement between you and any third party, including any lease agreement or other agreement relating to the Workspace.

### **V. Release**

You hereby unconditionally release SaGE Workspace from any loss, liability, claim, demand, damage, costs and expenses, including reasonable attorneys' fees, which you now have or have ever had against SaGE Workspace relating in any way to your use of the Service.

### **VII. Governing Law; Arbitration**

This section includes an arbitration agreement and an agreement that all claims will be brought only in an individual capacity and not as a class action or other representative proceeding. Please read it carefully. You may opt out of the arbitration agreement by following the opt out procedure described below.

#### *Informal Process First*

You agree that if you have any dispute with SaGE Workspace relating in any way to these Host Terms or from access to or use of the Service, you will first contact us and attempt to resolve the dispute with us informally.

#### *Arbitration ("Arbitration Agreement")*

If we are unable to resolve the dispute informally, we each agree to resolve any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Host Terms by binding arbitration. If you are an individual you may opt out of this Arbitration Agreement within 30 days of the first of the date you access or use the Service by following the procedure described below.

Arbitration is more informal than a lawsuit in court. There is no judge or jury in arbitration. Instead, the dispute is resolved by a neutral arbitrator. Court review of an arbitration award is limited. Except to the extent the parties agree otherwise, arbitrators can award the same damages and relief that a court can award. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and SaGE Workspace are each waiving the right to a trial

by jury or to participate in a class action. This Arbitration Agreement will survive any termination of these Host Terms.

If you intend to seek arbitration, after following the informal dispute resolution procedure, you must first send written notice to SaGE Workspace of your intent to arbitrate ("Notice"). The Notice to SaGE Workspace should be sent by sending the Notice by registered or certified mail to 276 Fifth Avenue, Suite # 704, New York, NY 10001. The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. The arbitration will be administered by the International Institute for Conflict Prevention and Resolution ("CPR") under the CPR Rules for Administered Arbitration by a single arbitrator. The arbitration will be conducted in New York County, New York, U.S.A.

Each party will be responsible for paying any CPR, administrative and arbitrator fees (other than the initial filing fees) in accordance with CPR Rules, except that SaGE Workspace will pay for your reasonable filing, administrative, and arbitrator fees if your claim for damages does not exceed \$75,000 and is non-frivolous (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). Nothing in this Arbitration Agreement shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property, or unauthorized access to the Service.

**ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE HOST TERMS, YOU AND SAGE WORKSPACE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then the entirety of this Arbitration Agreement will be null and void.

If for any reason a claim proceeds in court rather than in arbitration, the dispute will be governed by the laws of the State of New York and the FAA without regard to or application of its conflict of law provisions or your state or country of residence, and will be brought solely in the federal or state courts located in New York County, New York, United States. You consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

### **VIII. DEFINITIONS**

"Service" refers to Virtual Office Subscriptions and Workspace Booking Services.

"Territory" is the United States and other international markets where the Host operates.

"Host Originated Member" means a Member that first became a Member as a result of invitation by the Host. A Member may not be originated by more than one Host. SaGE Workspace shall determine at its sole discretion if a Member is a Host Originated Member.

"SaGE Workspace Originated Member" means any Member other than a Host Originated Member.

"Coupons" are discounts off of Fees for Services that are applied at the time a Member purchases a Service under the SaGE Workspace Billing Option. The Coupon reduces the amount of Fees collected from the Member by SaGE Workspace by the value of the discount. Coupons may either be SaGE Workspace Coupons or Workspace Coupons.

"SaGE Workspace Coupons" are Coupons issued by SaGE Workspace that may be applicable to all Workspaces or to a subset of Workspaces at the sole discretion of SaGE Workspace. When calculating amount payable to the Host, SaGE Workspace will add back the full value of the discount to the Amount Due to the Host for each Booking transaction where a SaGE Workspace Coupon is redeemed.

"Workspace Coupons" are Coupons issued by SaGE Workspace at the request of a Host. Workspace Coupons may be applicable to all or a subset of the Workspaces registered by the Host. When calculating the Service Charge, SaGE Workspace will reduce the Fees Collected as the basis for the Service Charge by the value of the discount for the Workspace Coupon.

"Workspace Marketing Link" is a URL created by SaGE Workspace for the Workspace and posted by the Host in the Host's marketing materials including the Host's website.

## **IX. SERVICE CHARGES**

### **Pricing Addendum**

The Host will be charged a Service Charge as set forth below in this Host Pricing Addendum. SaGE Workspace may modify this addendum as provided in the Terms of Use.

The Monthly Hosting Fee upon listing is \$99.99 per month. This is subject to change with 30 days notice, thereafter.

For Services under the SaGE Workspace Billing Option, the Host agrees to pay the following applicable Service Charges for each transaction with SaGE Workspace Originated Members:

For a subscription or booking by a Member at a particular Workspace, the Service Charge will be equal to twenty percent (20%) of the Fees Collected for such Services (the "Total Fees")

There will be no Charge for Services billed directly by the Host (the "Host Billing Option") or for Services cancelled and fully refunded under the terms of the Cancellation Policy.

The Host shall not convert a Member from the SaGE Workspace Billing Option to the Host Billing Option. SaGE Workspace reserves the right to reset the Member to the SaGE Workspace Billing Option if the Host cannot provide evidence of a pre-existing contractual written agreement.

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### **SaGE Workspace**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

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### **Company**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_